Project: DVS-SBC Lease

Folio: 001191 Agent: CF

LEASE AGREEMENT

(Government Code § 26227)

THIS LEASE AGREEMENT is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

and

DOMESTIC VIOLENCE SOLUTIONS FOR SANTA BARBARA COUNTY, a California non-profit corporation, hereinafter referred to as "DVS";

with reference to the following:

WHEREAS, COUNTY is the fee owner of certain real property located in the County of Santa Barbara, State of California, which consists of several facilities, including the approximately 3000 square foot building (hereinafter the "Site"), currently occupied by DVS pursuant to a Lease Agreement executed March 7, 2010; and

WHEREAS, DVS provides emergency services to abused persons and their children, including housing, counseling, support groups, education, information and referral to other human services agencies; and

WHEREAS, California Government Code Section 26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the county and to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out such programs; and

WHEREAS, COUNTY has provided funding in support of the DVS program, and has determined that the Site, the exact location of which shall be kept on file in the Office of Real Property, Department of General Services, in Folio # 001191, will not be needed for county purposes during the time of possession; and

WHEREAS, DVS desires to lease the Site for the purpose of providing its services to the County; and

WHEREAS, COUNTY desires to grant a Lease Agreement (hereinafter "Agreement") to DVS, in consideration of DVS paying to COUNTY three hundred dollars per month for operating costs, maintaining the Premises, and continuing to provide services to the residents of Santa Barbara County, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions contained herein, the parties agree as follows:

- 1. <u>ADMINISTRATION AND ENFORCEMENT</u>: The Provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of COUNTY'S General Services Department, (hereinafter referenced to as the "Director"), or designees.
- 2. <u>LEASED AREA</u>: For and in consideration of the covenants to be performed by DVS under this Agreement, COUNTY hereby leases to DVS, and DVS hereby takes from COUNTY, the Premises, consisting of the approximately 3,831-square-foot building and the fenced backyard area located at the rear of the building, which together form a contiguous space (hereinafter the "Premises"), to be occupied and used by DVS.
- 3. **PARKING:** DVS shall have exclusive use of the three (3) parking spaces immediately adjacent to the Premises.
- 4. **PURPOSE AND USE:** DVS shall use the Premises solely for the purpose of providing twenty-four-hour emergency services to abused persons and their children, including housing, counseling, support groups, education, information and referral to other human services agencies; and for no other purposes without the express written consent of COUNTY. DVS agrees that the maximum number of residents housed at the Premises shall not exceed twenty-five (25) persons.
- 5. <u>TERM</u>: The term of this Agreement (hereinafter "Term") shall commence upon COUNTY'S final execution of the Agreement, and shall continue for FIVE (5) years, subject to such provisions for extension and termination as contained herein; so long as the Premises are used only for DVS's operations, and those operations are consistent with the purposes and uses set forth in this Agreement.
- 6. **EXTENSION OF AGREEMENT**: In the event this Agreement has not otherwise been terminated, and DVS is in good standing at the end of the above-referenced term, such term may be extended for TWO (2) additional terms of FIVE (5) years, upon mutual agreement of DVS and COUNTY. DVS shall request the extension in writing at least sixty (60) days prior to the termination of the Term. Notwithstanding the foregoing, COUNTY may elect not to extend this Agreement if the Premises is scheduled for demolition, removal, or repurposing for other COUNTY use.

- 7. **RENT**: In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of DVS are a benefit to the community, and in consideration of DVS's continued provision of the services described in Section 4, *PURPOSE AND USE*, there will be no base rent during the Term. Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by DVS are no longer a benefit to the community, or, should the afore-mentioned Government Code Section be repealed or replaced such that DVS no longer qualifies for the rights granted hereunder, COUNTY may terminate this Agreement upon SIXTY (60) days written notice to DVS.
- 8. **OPERATING COSTS AND PAYMENT**: DVS shall pay to COUNTY, Operating Costs, including property insurance, gas, electricity, water and refuse collection, THREE HUNDRED DOLLARS (\$300) per month. DVS shall pay COUNTY, in advance, on a quarterly basis, NINE HUNDRED DOLLARS (\$900) for each three-month period from commencement of this Agreement. DVS shall be solely responsible for the payment of all other utility services, including but not limited to telephone, data connectivity, and janitorial services.
- 9. **OPERATING COST ADJUSTMENT**: Effective June 1, 2026, and on each annual anniversary, thereafter, including any extension or assignment of this Agreement, the Operating Costs shall increase by four percent (4%) annually. DVS shall pay County for Operating Costs as follows:

From commencement date through May 31, 2026,		\$900.00/Qtr.
Year 2	June 1, 2026, through May 31, 2027:	\$936.00/Qtr.
Year 3	June 1, 2027, through May 31, 2028:	\$973.44/Qtr.
Year 4	June 1, 2028, through May 31, 2029:	\$1,012.38/Qtr.
Year 5	June 1, 2029, through May 31, 2030:	\$1,052.88/Qtr.
Year 6	June 1, 2030, through May 31, 2031:	\$1,095.00/Qtr.
Year 7	June 1, 2031, through May 31, 2032	\$1,138.90/Qtr.
Year 8	June 1, 2032, through May 31, 2033	\$1,184.34/Qtr.
Year 9	June 1, 2033, through May 31, 2034	\$1,231.71/Qtr.
Year 10	June 1, 2034, through May 31, 2035	\$1,281.00/Qtr.

10. **PREMISES SUITABILITY**: DVS has been occupying the Premises and has determined that they are suitable for DVS's intended operations, and DVS hereby accepts, by way of executing this Agreement, the Premises, in its existing condition.

DVS ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PREMISES, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY DVS.

- 11. **PERMITS AND IMPROVEMENTS**: In the event DVS wishes to alter or improve the Premises, DVS shall obtain advance written approval from the County Architect, and shall comply with all requirements of the County Architect and all permits. Unless otherwise provided by written agreement between the parties hereto, any alterations or improvements to the Premises shall, upon expiration or earlier termination of this Agreement, at COUNTY's option, become the property of COUNTY. Alternatively, COUNTY may require DVS to remove any DVS-installed alterations or improvements within thirty days of termination hereof.
- 12. <u>TITLE</u>: During the term of this Agreement, title to the Premises shall remain vested in COUNTY. DVS shall have no right to waste, destroy, or demolish the Premises, except as provided in this Agreement.
- ABANDOMENT OF THE PREMISES: DVS shall not abandon, vacate, surrender or assign use of the Premises at any time during the term of this Agreement. If DVS does abandon, vacate, surrender or assign use of the Premises, this Agreement and all of DVS's rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to DVS. In the event of such termination, the Premises and any personal property belonging to DVS and left on the Premises more than thirty (30) days after the mailing of such termination letter shall be deemed abandoned at the option of COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to property left after expiration of this Agreement.
- 14. **NONITERFERENCE**: DVS agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, clients, invitees, agents and/or contractors, to use any portion of the Premises in any way which interferes with COUNTY or other tenants of COUNTY. Such interference shall be deemed a material breach, and DVS shall terminate said interference immediately upon notice from COUNTY. In the event DVS fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.
- 15. <u>MAINTENANCE AND REPAIR</u>: During the term of this Agreement, including any extensions, DVS agrees to keep the Premises in good maintenance and repair, at its sole expense, and upon expiration or termination of this Agreement, shall return the Premises to COUNTY in good and sanitary condition, ordinary wear and tear excepted.
- 16. <u>ASSIGNMENT/SUBLEASE</u>: DVS shall not assign, license, or sublease the Premises or any part thereof or any right or privilege appurtenant thereto without COUNTY's written consent. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment made contrary to this Section shall be null and void.

In the event DVS is not utilizing or occupying the entire Premises and chooses to sublease or allow occupancy of the unused portion, then COUNTY shall have first right to use that unused

portion without charge. If COUNTY chooses not to occupy and the unused portion is subleased, the revenue generated thereby shall be paid entirely to COUNTY.

- 17. <u>SUCCESSORS IN INTEREST</u>: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which DVS may be merged.
- 18. <u>INDEMNIFICATION</u>: DVS agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. DVS'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

DVS shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

- 19. <u>INSURANCE</u>: DVS shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the DVS'S operation and use of the leased premises. The cost of such insurance shall be borne by DVS.
 - A. Minimum Scope of Insurance Coverage shall be at least as broad as:
 - 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to LESSEES with employees).
 - 3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8

(hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

4. **Property Insurance**: against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If DVS maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by DVS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. **Additional Insured** The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LEESSE'S insurance at (least as broad as ISO Form CG 20 10).
- 2. **Primary Coverage** For any claims related to this contract, the LESSEE'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it.
- 3. **Legal Liability Coverage** The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.
- 4. Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- 5. Waiver of Subrogation Rights LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies

regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

- 6. Deductibles and Self-Insured Retention Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LESSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 7. Acceptability of Insurers Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
- 8. Verification of Coverage LESSEE shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- 9. Failure to Procure Coverage In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- 10. Special Risks or Circumstances COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

20. **NONDISCRIMINATION**: DVS shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

21. **ENVIRONMENTAL IMPAIRMENT**: DVS shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to DVS's use and occupancy, DVS shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. DVS shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of DVS's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to DVS's use and occupancy, regardless of whether such liability, cost or expense arises during or after the Term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

- 22. <u>TOXICS</u>: DVS shall not manufacture or generate hazardous wastes in or near the Premises. DVS shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by DVS, its agents, employees, or designees on or in the Premises during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. DVS shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.
- 23. **COMPLIANCE WITH THE LAW**: DVS shall comply with all applicable laws, rules, and regulations affecting the Premises now or hereafter in effect.
- 24. <u>TAXES AND ASSESSMENTS, POSSESSORY INTEREST</u>: DVS shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to DVS's operations, may be levied upon the Premises during the Term of this Agreement.

POSSESSORY INTEREST: DVS acknowledges and agrees that this Agreement may create a possessory interest subject to propelty taxation and that DVS may be required to pay any

tax levied on such interest. COUNTY recognizes that as a California non-profit corporation, DVS may be exempt from such taxes arising from possessory interest.

- 25. **DEFAULT**: Except as otherwise required herein, should DVS at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to DVS specifying the particulars of the default and DYS shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case DVS shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.
- 26. **REMEDIES**: In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:
 - A. The non-defaulting party may waive the default or breach in accordance with Section 27, *WAIVER*, herein below.
 - B. The non-defaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
 - C. Where DVS is the non-defaulting party, DVS may terminate the Agreement and surrender use of the Premises.
 - D. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement and DVS shall vacate within THIRTY (30) days of written notice from COUNTY.
- 27. <u>WAIVER</u>: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.
- 28. <u>AMENDMENTS</u>: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties, Amendments that do not materially alter the purpose of this Agreement may be executed by the Directors, as defined in Section 1, <u>ADMINISTRATIONAND ENFORCEMENT</u>.
- 29. **TERMINATION**: This Agreement shall terminate and all rights of DVS shall cease and DVS shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises:
 - A. Upon expiration or earlier termination of the Agreement as provided in Section 5, TERM; or
 - B. Upon ninety (90) day written notice from DVS; or

- C. Upon abandonment of the Premises as provided in Section 13, <u>ABANDOMNET OF</u> THE PREMISES; or
- D. Upon the failure of DVS to satisfy, observe or perform any of the covenants, conditions or reservations set faith in this Agreement and the expiration of the cure period as provided in Section 25, *DEFAULT*; or
- E. As provided in Section 30, DESTRUCTION; or
- F. In the event COUNTY determines that the services provided by DVS are no longer a benefit to the community, or, Government Code Section 26227 is repealed or replaced such that DVS no longer qualifies for the rights granted hereunder.
- G. Upon no less than one (1) year's written notice by COUNTY if the Premises is scheduled for demolition, removal, or repurposing for other COUNTY use.
- 30. <u>DESTRUCTION</u>: If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of DVS, shall terminate. If DVS chooses to terminate the Agreement then DVS, at COUNTY'S option, shall remove all equipment and personal property from the Premises and shall return any undestroyed portion of the Premises to its original condition as near as is practical.
- 31. **HOLDING OVER**: Should DVS occupy the Premises after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month.
- 32. <u>AGENCY DISCLOSURE</u>: DVS acknowledges that the General Services Department, Real Property Department of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for DVS nor a dual agent in this transaction.
- 33. <u>SURRENDER OF PREMISES</u>: Upon expiration or termination of this Agreement, DVS shall vacate and surrender possession of, and any claim to the Premises, leaving it in good condition, except for ordinary wear and tear.
- 34. <u>CONDEMNATION</u>: In the event the Premises or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Premises, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY's absolute discretion. DVS agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action of condelmlation or eminent domain affecting any of DVS's propelty at the Premises.

DVS shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to DVS's interests.

In the event possession of the Premises or partial possession of the Premises is obtained by a public agency or other agency empowered to take by eminent domain, in a manner which

precludes DVS's intended use, this Agreement shall terminate as of the effective elate of possession and upon such termination, any obligation of DVS to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any prepaid rent or utility charges shall be returned to DVS from the effective date of possession.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

- 35. <u>CAPTIONS</u>: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation hereof.
- 36. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 37. **CERTIFICATION OF SIGNATORY**: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and DVS to its terms and conditions or to carry out duties contemplated herein.
- 38. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.
- 39. **CONSTRUCTION**: The parties have negotiated the terms of this Agreement and have consulted an attorney when desired. The terms of this Agreement reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.
- 40. <u>ELECTRONICALLY TRANSMITTED SIGNATURES</u>: In the event that the Parties hereto utilize electronic transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the Parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement.
- 41. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

42. **NOTICES**: Any notice to be given to the Parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara

General Services Department 260 N. San Antonio Rd Santa Barbara, CA 93110 Attn: Real Property Manager

Email: realproperty@countyofsb.org

Phone: (805) 568-3070

DVS: DVS for Santa Barbara County

Attn: Executive Director

P.O. Box 1536

Santa Barbara, CA 93102

(805) 964-5245

or to the Parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery or refusal of delivery shall constitute the date of service. The telephone numbers included in this Section 42 are for reference only and a phone call does not constitute official notice when such notice is required by this Agreement.

[COUNTY AND LESSEE SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement as set forth below, to be effective as of the date executed by COUNTY hereto ("Effective Date").

	"COUNTY"
	SANTA BARBARA COUNTY
ATTEST:	
MONA MIYASATO, CLERK OF THE	
BOARD	By:
	LAURA CAPPS, CHAIR
	BOARD OF SUPERVISORS
By:	
Deputy Clerk	
	Date:
APPROVED TO AS FORM:	
GREG MILLIGAN	RECOMMEND FOR APPROVAL
RISK MANAGER	GENERAL SERVICES
Signed by:	Signed by:
- Gra Milliagn.	- ted tember
By: Gry Milligan Greg Milligan	By: Tyber Department of General Services
	Department of General Services
RISK MANAGER	
APPROVED AS TO ACCOUNTING FORM:	APPROVED AS TO FORM:
BETSY M. SCHAFFER	RACHEL VAN MULLEM
AUDITOR-CONTROLLER	COUNTY COUNSEL
Signed by:	Signed by:
	Tila in Colon aug
By: A00ED56BD71D04FB Deputy Auditor-Controller	By: Tyur Sprague Deputy Counsel
Deputy Auditor-Controller	Deputy Counsel
"DVS"	
DOMESTING VIOLENCE SOLUTIONS FOR	
SANTA BARBARA COUNTY a California Non-	
Profit Corporation	
Signed by:	
By:	
Ken Oplinger	
Executive Director	
By: Morgan Steffen	
Morgan Steffen	
President	